

EXHIBIT 56

**Redacted Excerpts from the
Deposition of Brandon Vera**

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

Cung Le, Nathan Quarry, Jon)
Fitch, Brandon Vera, Luis Javier)
Vazquez, and Kyle Kingsbury on)
behalf of themselves and all)
others similarly situated,)

Plaintiffs,)

vs.)

Zuffa, LLC, d/b/a Ultimate)
Fighting Championship and UFC,)

Defendants.)

) Case No. 2:15-cv-
) 01045-RFB- (PAL)

DEPOSITION OF BRANDON VERA

Taken at the Offices of Boies, Schiller & Flexner
300 South 4th Street, Suite 800
Las Vegas, Nevada

On Thursday, February 16, 2017
At 9:11 a.m.

Reported by: Jane V. Efaw, CCR #601, RPR

Page 178

Page 180

1 A. Uh-huh.
 2 Q. Which is in May of 2014.
 3 A. Yes, sir.
 4 Q. And then the next day you got sent a new
 5 contract.
 6 A. Okay.
 7 Q. Which you did not sign. That was in May of
 8 2014. And then you were released in June of 2014.
 9 Is that the correct timeline?
 10 MR. KOFFMAN: Object to the form. He's
 11 already answered this question.
 12 THE WITNESS: Are you asking me is that the
 13 timeline in my understanding, that this is the
 14 timeline?
 15 BY MR. SKAGGS:
 16 Q. Yes.
 17 A. I understand this is the timeline.
 18 Q. And so at the time you were released in June
 19 of 2014, did you still have one fight left on your
 20 last Zuffa contract?
 21 MR. KOFFMAN: Object to the form.
 22 THE WITNESS: I don't know. I don't know.
 23 BY MR. SKAGGS:
 24 Q. All right.
 25 A. I'd have to refer back to my contract when I

Page 179

1 fought Ben to see what else is on there.
 2 Q. It's Exhibit 64. So if you go back to
 3 Exhibit 64. So if you go to 682.
 4 A. Okay.
 5 Q. Well, first let's start -- so the last page
 6 of the document shows that you signed this on
 7 December 3rd, 2009. Do you agree?
 8 A. Yes, sir. That's what it shows.
 9 Q. And then if we go back to 682, it says under
 10 section 5.1, "The term is 26 months or six bouts."
 11 Do you see that?
 12 A. Yes, sir.
 13 Q. So if you go to the Sher Dog list. It looks
 14 like -- do you agree that it looks like your first
 15 fight after this contract that was signed was against
 16 Jon Jones?
 17 A. Yes, sir.
 18 Q. And then you had -- did you have a fight
 19 against Thiago Silva after that?
 20 A. Yes, sir.
 21 Q. Did you have a fight against Eliot Marshall
 22 after that?
 23 A. Yes, sir.
 24 Q. Did you have a fight against Mauricio Rua
 25 after that?

1 A. Yes, sir.
 2 Q. And did you have a fight against Ben
 3 Rothwell after that?
 4 A. Yes, sir.
 5 Q. So is that five fights total?
 6 A. Yes, sir.
 7 Q. And your contract was for six bouts?
 8 A. Yes, sir.
 9 Q. So you would have had one bout left at the
 10 end of the contract when you were released?
 11 A. Yes, sir.
 12 Q. And you said two weeks after you were
 13 released, you started talking to One?
 14 A. About two weeks, yeah.
 15 Q. About two weeks, okay. So that in
 16 Plaintiff's interrogatory responses, quoting from the
 17 interrogatory responses, Part of the scheme involving
 18 fighter intimidation, Zuffa also engaged in the
 19 practice of benching fighters with as little as one
 20 fight left in their promotion and ancillary rights
 21 contracts, providing unfavorable match-ups when the
 22 fighter refused to sign a new contract. I'm
 23 paraphrasing.
 24 Being benched essentially meant that a
 25 fighter would be forced to sit out for a lengthy

Page 181

1 period of time prior to being given the last fight on
 2 his or her contract. Then it says, "Zuffa could
 3 essentially use benching as a means to punish
 4 fighters for disobeying or for seeking to negotiate
 5 better terms, or simply to prevent fighters from
 6 fighting for rival promoters or even from negotiating
 7 with rival promoters."
 8 Were you benched in the way that this
 9 response describes?
 10 MR. KOFFMAN: Object to form. That's a
 11 pretty long thing that you just read, and part of
 12 that you said you were paraphrasing. So if you could
 13 show him a copy of that.
 14 MR. SKAGGS: Okay. We can do that.
 15 (Whereupon Defendant's Exhibit 69
 16 was marked for identification.)
 17 BY MR. SKAGGS:
 18 Q. I think we're up to 69. So you've been
 19 handed Exhibit 69. Do you recognize this document?
 20 A. Yes, sir.
 21 Q. Did you help put this together and
 22 provide -- strike that. Did you help provide
 23 information that went into this document?
 24 A. Yes, sir.
 25 Q. If you go to page 33. And the last

Page 182

Page 184

1 paragraph starts on line 20. You can read it over.
2 I'm going to read it over again into the record,
3 but --

4 A. Which line?

5 Q. Starting with line 20. You're good.

6 A. Yes, sir.

7 Q. So were you benched in the way that is
8 described in this paragraph?

9 MR. KOFFMAN: Object to form. Calls for a
10 legal conclusion. You can answer.

11 BY MR. SKAGGS:

12 Q. In 2014.

13 MR. KOFFMAN: Same objection.

14 THE WITNESS: 2014. It doesn't -- it does
15 not appear to be.

16 BY MR. SKAGGS:

17 Q. And you were, in fact, released with one
18 fight left on your contract; is that right?

19 MR. KOFFMAN: Object to form.

20 THE WITNESS: At that time, yes, sir.

21 BY MR. SKAGGS:

22 Q. And very shortly there afterwards, you
23 started negotiations with another MMA promoter?

24 A. Yes, sir.

25 Q. While you were under contract with Zuffa,

1 A. That region, yes, sir.

2 Q. Did you have a fan base in southeast Asia?

3 A. Yes, sir.

4 Q. Had you achieved notoriety in southeast
5 Asia?

6 A. Yes, sir.

7 Q. Okay. Are you still popular in the
8 United States?

9 A. Yes, sir.

10 Q. And are you still popular in countries other
11 than the United States?

12 A. Yes, sir.

13 MR. KOFFMAN: I know we haven't been going
14 that long after lunch, but I kind of need a bathroom
15 break when you're in a good spot.

16 MR. SKAGGS: We can do it now.

17 MR. KOFFMAN: Okay.

18 THE VIDEOGRAPHER: We are going off the
19 record. The time is approximately 2:17 p.m.

20 (A brief recess was taken.)

21 THE VIDEOGRAPHER: We are now back on the
22 record. The time is approximately 2:32 p.m.

23 (Whereupon Defendant's Exhibit 70
24 was marked for identification.)

25 ///

Page 183

Page 185

1 were you popular in the United States?

2 MR. KOFFMAN: Object to the form.

3 BY MR. SKAGGS:

4 Q. Do you need to take a break?

5 A. No, sir. I'm trying to figure out when I
6 was cut. Sorry. It's really bugging me.

7 Q. That's okay.

8 A. I don't need to take a break. Sorry.

9 Q. You can set that aside. While you were
10 under contract with Zuffa, were you popular in the
11 United States?

12 A. Yes, sir.

13 Q. And did you have a fan base in the
14 United States?

15 A. Yes, sir.

16 Q. And had you achieved notoriety in the
17 United States?

18 A. Yes, sir.

19 Q. And while you were under contract with
20 Zuffa, were you popular in any countries other than
21 the United States?

22 A. Yes, sir.

23 Q. Which countries?

24 A. Southeast Asia.

25 Q. So that whole area?

1 BY MR. SKAGGS:

2 Q. Sob you've been handed what's been marked
3 Exhibit 70. It's an article called "The Controlled
4 Fury of Brandon Vera," dated October 21st of 2014.
5 Do you remember this article?

6 A. I don't, but I'll read it.

7 Q. Yeah. Just let me know when you're ready.
8 So do you see that paragraph maybe two-thirds of the
9 way down? It starts, "When the UFC offered me a
10 contract extension." Do you see that paragraph?

11 A. Yes, sir.

12 Q. It says "When UFC offered me a contract
13 extension, that was so ridiculous, I said 'hell no.'
14 I thought that it was like a slap on my face, so they
15 can take it and shove it wherever you want."

16 Does that quote refresh your recollection
17 whether you had received a contract extension from
18 Zuffa?

19 MR. KOFFMAN: Object to the form.

20 THE WITNESS: That doesn't put this contract
21 in my mind. Reading this, it might have been when
22 they had a verbal from somebody. I don't know who
23 the verbal was, but it was half of what I was making,
24 is what I remember. And then I remember talking to
25 Dana, the last time I talked to him, he said he would

Page 186

1 call me back when I got back from China to make this
2 right, and I never heard anything else.

3 BY MR. SKAGGS:

4 Q. So you're saying you had received a contract
5 offer from Zuffa that was half of what you had been
6 currently making?

7 A. On the verbal. I remember it being half. I
8 remember thinking in my head, I remember thinking,
9 No, I'm not going to accept that. That's why Dana
10 ended up calling me.

11 Q. Was that before -- was that shortly after
12 the Rothwell fight?

13 A. I thought it was. I thought it was.

14 Q. Okay. And then subsequent to that, you
15 received the contract offer that we discussed
16 earlier?

17 MR. KOFFMAN: Object to the form. That's
18 not what he testified.

19 THE WITNESS: I never received -- I don't
20 remember looking at that contract ever. I don't
21 remember looking at a contract.

22 BY MR. SKAGGS:

23 Q. But the email shows that it was at least
24 sent by Tracy Long to you?

25 MR. KOFFMAN: Object to the form.

Page 187

1 THE WITNESS: Was it sent to me or to Matt?

2 BY MR. SKAGGS:

3 Q. We can go back and look. I believe it was
4 both. Exhibit 68. Excuse me. Exhibit 67 shows to
5 bvera8@gmail.com and Matt.

6 A. It does show my email address, that it went
7 to my email address.

8 Q. Okay. But you don't think -- the contract
9 extension you're referencing here you think is a
10 different contract extension than Exhibit 67?

11 A. Yes, sir.

12 Q. And the contract extension in Exhibit 67, I
13 believe we already looked at this on 001 of that
14 document. The fighter purse for the first bout would
15 be \$73,000 to show and \$73,000 to win; is that right?

16 MR. KOFFMAN: Objection. Asked and
17 answered.

18 THE WITNESS: That's what it's showing.

19 BY MR. SKAGGS:

20 Q. Would that offer have been a slap in the
21 face?

22 MR. KOFFMAN: Object to the form.

23 THE WITNESS: I'm pretty sure I said this
24 wasn't the offer I was talking about.

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Page 188

1 BY MR. SKAGGS:

2 Q. Would you have considered -- strike that.

3 Would you have considered an offer of 73/73 a slap in
4 the face?

5 A. No, sir. I don't think I would have.

6 (Whereupon Defendant's Exhibit 71
7 was marked for identification.)

8 BY MR. SKAGGS:

9 Q. I've handed you what's been marked as
10 Exhibit 71. Do you recognize this document?

11 A. Yes, sir.

12 Q. This is an email from Victor Cui to you.
13 Who is Victor Cui?

14 A. Victor Cui is the CEO of One.

15 Q. This is an email on October 26th 2014. And
16 I'm looking at the, I guess, third sentence. It
17 says, "Tell me how we can get in contact with the
18 decision-maker from those Bluetooth guys and get them
19 on board as a One FC partner. For any cash sponsor
20 you bring on board, you also get a 15 percent
21 finder's commission."

22 Who are the Bluetooth guys that he's
23 referencing in the email?

24 MR. KOFFMAN: Object to form. Go ahead.

25 THE WITNESS: It would have been Floyd

Page 189

1 Evangelista.

2 BY MR. SKAGGS:

3 Q. And what is Floyd Evangelista's connection
4 with Bluetooth?

5 A. He owns Dome Piece Audio.

6 Q. Okay. So is Bluetooth that Mr. Cui is
7 referencing, he actually means Dome Piece Audio in
8 this email?

9 MR. KOFFMAN: Objection to the form.

10 THE WITNESS: I believe so.

11 BY MR. SKAGGS:

12 Q. Okay. And was it your understanding that --
13 strike that.

14 Were you in talks with Floyd Evangelista
15 about Dome Piece Audio becoming your sponsor?

16 A. No, sir. I was -- Floyd Evangelista asked
17 me how he could become a partner with One. So I just
18 mentioned something somewhere, sent an email, to see
19 if that could happen. I think they started talking
20 on the phone.

21 Q. Is Dome Piece Audio one of your sponsors?

22 A. Not technically.

23 Q. What do you mean by that?

24 A. There's no cash prize. I was just trying
25 to help him, help him get his company started.

Page 254

1 A. I don't have any connection between them?
 2 Q. I'm saying, are you aware of any connection
 3 between Mr. Rednee's association and this lawsuit?
 4 A. No, sir.

5 Q. If you can go back to Exhibit 77, which I
 6 think should be the last one. And on page 2 of that
 7 document, 037, which we discussed, Heather Miller
 8 said, "If you have any questions regarding the
 9 information contained in the letter, or if you do not
 10 agree with some of the information included, please
 11 let me know and changes will be made before you
 12 sign."

13 And that was in regards to the declaration
 14 that you signed in 2011. Do you agree that you were
 15 offered the opportunity to make changes to the
 16 declaration before you signed it?

17 MR. KOFFMAN: Object to the form. Calls for
 18 a legal conclusion.

19 THE WITNESS: In my opinion, I was offered,
 20 yes, sir.

21 BY MR. SKAGGS:

22 Q. And why didn't you?

23 A. So before I received this, I received a call
 24 from Dana White. And he said, Hey, kid, the FTC is
 25 doing an investigation. So I need you to get with my

Page 255

1 legal team and handle that for me. Handle this for
 2 me. Handle that for me. One of those words. And
 3 Dana doesn't really call you unless it's something
 4 big. So I figured Dana White was asking for a favor.
 5 And seeing how I was coming off of my record right
 6 when he needed this done, I was 0 and 3, one of the
 7 most outspoken people in the company when he asked me
 8 to do this. I don't even think I read it. I think I
 9 just signed it and sent it back over in fear of
 10 getting cut.

11 Q. Did he tell you that you were not allowed to
 12 make changes to the declaration?

13 A. What he told me was, I need this kid.
 14 Handle it for me.

15 Q. Did he tell you that you weren't allowed to
 16 make changes to the document?

17 A. No, sir.

18 Q. Have you personally had any contact with
 19 anyone at the FTC?

20 A. No, sir.

21 Q. Okay.

22 A. I don't think I have. I honestly -- I don't
 23 remember this far back. I don't know if somebody
 24 called me from the FTC or not. I don't know.

25 Q. But you don't have any recollection of

Page 256

1 having any contact with someone from the FTC?

2 A. No, sir.

3 Q. And when did that call with Dana White that
 4 you just referenced occur?

5 A. Before I signed this. Before the legal team
 6 got in touch with me.

7 Q. A week before? A day before?

8 A. I don't know. That's a long time ago. I
 9 don't know.

10 Q. Were there any other reasons that you chose
 11 to not make any changes to the declaration before you
 12 signed it?

13 A. Other than not wanting to cut and lose my
 14 livelihood, no, sir.

15 Q. Did Dana White say if you didn't sign the
 16 declaration, you would get cut and lose your
 17 livelihood?

18 MR. KOFFMAN: Object to the form. You can
 19 answer.

20 THE WITNESS: No, sir. He said, I need
 21 this, kid. So I would assume that that was a favor.
 22 He's never called me "kid," and he's never told me he
 23 needed anything.

24 MR. SKAGGS: I have nothing further.

25 MR. KOFFMAN: I have one question. We don't

Page 257

1 need to go off the record.

2

3 EXAMINATION

4 BY MR. KOFFMAN:

5 Q. Does One FC promote MMA fights in North
 6 America?

7 THE WITNESS: No, sir.

8 MR. KOFFMAN: That's all I have.

9 MR. SKAGGS: I think we're good.

10 THE VIDEOGRAPHER: This concludes the video
 11 deposition of Brandon Vera. We are now going off the
 12 record. The time is approximately 4:26 p.m.

13 MR. DELL'ANGELO: We'll read and sign.

14 (Thereupon the taking of the
 15 deposition was concluded at
 16 4:26 p.m.)

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Page 258

CERTIFICATE OF DEPONENT
PAGE LINE CHANGE REASON

* * * * *

I, BRANDON VERA, deponent herein, do hereby
certify and declare the within and foregoing
transcription to be my deposition in said action;
that I have read, corrected and do hereby affix my
signature to said deposition.

BRANDON VERA, Deponent

Page 259

REPORTER'S CERTIFICATE
STATE OF NEVADA)
) SS:

COUNTY OF CLARK)

I, Jane V. Efaw, CCR No. 601, do hereby certify:
That I reported the taking of the deposition of
the witness, BRANDON VERA, at the time and place
aforesaid;

That prior to being examined, the witness was by
me duly sworn to testify to the truth, the whole
truth, and nothing but the truth;

That I thereafter transcribed my shorthand notes
into typewriting and that the typewritten transcript
of said deposition is a complete, true and accurate
transcription of said shorthand notes taken down at
said time, and that a request has been made to review
the transcript.

I further certify that I am not a relative or
employee of counsel of any party involved in said
action, nor a relative or employee of the parties
involved in said action, nor a person financially
interested in the action.

Dated at Las Vegas, Nevada, this ____ day of
_____, 2017.

Jane V. Efaw, CCR #601